

Memorandum of Campus Agreement  
California Maritime Academy  
April 24, 2001

This Memorandum of Campus Agreement (MCA) constitutes an agreement between the California Maritime Academy (CMA), a campus of The California State University (CSU), and the California Maritime Academy Faculty Association (CMAFA), represented by the California Faculty Association (CFA), resulting from the meeting and conferring pursuant to Government Code 3560. This agreement only applies to CMA/CMAFA, representing the unique educational program at CMA. The parties agree that, except as provided herein, the CMAFA, in classifications represented by the CFA, shall be covered by the collective bargaining agreement in effect between the CSU and the CFA for Bargaining Unit 3. CMA and CMAFA desire that this MCA be attached in its entirety and that its effective date coincide with the Master Agreement between CSU and CFA.

1. Memorandum of Understanding

The Memorandum of Campus Agreement dated April 24, 1998, is voided.

2. Cruise Incidental Expense Reimbursement

Employees participating in the annual training cruise shall be entitled to a cruise incidental expense of five dollars (\$5) per day which shall be exempt from IRS and state withholding. The cruise incidental expense shall be paid once per month during the annual training cruise to all eligible employees.

3. Reimbursement of Credential and License Fees

When CMA faculty unit employees are required to maintain a credential or license as a condition of employment, they shall be reimbursed for all credential or licensing fees. This benefit shall not be considered compensation for purposes of retirement.

4. Uniform Allowance

When CMA faculty unit employees are required to wear a uniform, CMA shall authorize a uniform replacement allowance, not to exceed \$400 a year for eligible employees, after they have been employed for the equivalent of one (1) year in a permanent position which requires a uniform. "Uniform" means outer garments which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank, or time of service. In order to be

reimbursed, documentary evidence of purchase will be required. Annually updated uniform lists are maintained in the Human Resources' office.

CMA shall authorize an initial uniform issue, not to exceed \$900, for newly employed CMA faculty who are employed in a permanent position which requires the wearing of a uniform. In order to be reimbursed, documentary evidence of purchase will be required. Employees shall select appropriate items from the uniform initial issue list.

Faculty employed as annual full-time lecturers may be authorized \$200 for partial uniform purchase.

Neither allowance shall be considered as compensation for purposes of retirement.

5. Cruise Assignment

The collective bargaining agreement in effect between the CSU and CFA-Unit 3 adequately addresses the work year for those CMAFA faculty working on the basis of the academic year calendar. Those CMAFA faculty working on the basis of the cruise year calendar will complete the academic year calendar and one (1) of the annual training cruises. Each cruise period shall not exceed 65 days in duration. Compensation for the cruise year calendar will be as described in the collective bargaining agreement in effect between the CSU and the CFA.

Cruise assignments for the cruise year calendar faculty shall be made by CMA following a meet and discuss procedure with CMAFA. These assignments will be published by 30 October of the current year. The cruise assigned to a faculty member is at the discretion of CMA. CMA will accommodate, to its best ability, the personal needs of the individual faculty member in making cruise assignments.

CMA will notify the CMAFA and the individual faculty member of changes in assignment from the cruise year calendar to the academic year calendar, or vice versa, at least 30 days prior to the start of the academic year in question.

No faculty member who is shifted from the cruise year calendar to the academic year calendar, except at the faculty member's request, shall have a retroactive change in compensation.

Cruise workload assignments are covered by the attached Cruise Workload document. Assignment during cruise will be made as equitably as possible.

Permanent faculty will be assigned an average of eight (8) hours or work a day while the ship is at sea. When assigned work on the in-port days, every 8-hour

total of assignments will be compensated separately at the individual faculty member's regular daily rate.

The above scheduling is based on the existing cruise format and in-port and at sea ratio of approximately 14 in port to 47 at sea and 3 at CMA. If future cruises significantly deviate from existing cruise format and/or MOU, this policy will be reopened for discussion.

6. Maritime Vocational Instructors (MVIs)

The MVI promotion structure will parallel the academic structure (MVI-I equivalent to Instructor, MVI-II equivalent to Assistant Professor, MVI-III equivalent to Associate Professor, and MVI-IV equivalent to Professor). Contract language pertaining to academic structure shall apply to the MVI structure.

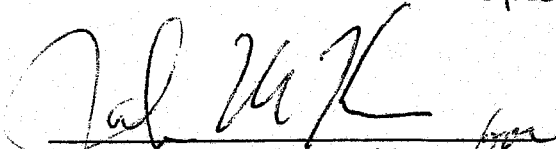
The MVI-I is considered to be a temporary, non-tenure track position.

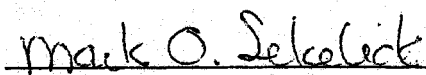
Tenure-track MVI positions shall normally be filled at the MVI-II level.

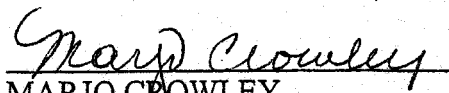
MVI criteria for retention, tenure, and promotion shall follow the approved Senate RPT policy.

This Memorandum of Campus Agreement is hereby agreed upon by CMA and CMAFA on this 24<sup>th</sup> day of April 2001. It shall be included in the negotiated agreement between CSU and CFA and shall commence upon ratification of such agreement by both CSU and CFA.

*Attached Cruise Workload Agreement (Item 5 above) applies to Cruise 2002 only and does not prejudice pending Cruise Workload Grievance No. 3-02-018*

  
JERRY ASPLAND, President  
For California Maritime Academy

  
MARK SEKELICK CFA  
For California Maritime Academy  
Faculty Association

  
MARJO CROWLEY  
Human Resources Labor Relations  
For California Maritime Academy

## CRUISE WORKLOAD ASSIGNMENT

1. Workload during the Annual Training Cruise will include the following generally counted hours for determining assignment:

1 hour of watch = 1 hour work

Lecture course = 1 hour prep, 1 hour grade, and actual class time

Practical training = 3 hours training, 1 hour prep = 4 hours work

Tie up, let go, hook up = 2 hours work

Day work = hour-for-hour

Celestial Navigation program instructor on cruise = 4 hours/day work assignment

ETO = 4 hours/day

2<sup>nd</sup> Mate = 4 hours/day

Communications = 4 hours/day

Meteorology = 3 hours/day

CRU 190 = 2 hours/day

STCW Coordinator (Deck)/DTO = 8 hours

CRU 250 Coordinator = 2-4 hours (# of students)

Other assignments to be evaluated and assigned actual time needs.

2. Assignments will be made as equitably as possible.
3. Permanent faculty will be assigned an average of 8 hours of work a day while the ship is at sea. When assigned work on the in-port days, every 8 hour total of assignments will be compensated separately at the individual faculty member's regular daily rate.
4. The above scheduling is based on the existing cruise format and in-port and at sea ratio of approximately 14 in port to 47 at sea and 3 at CMA. If future cruises significantly deviate from existing cruise format and/or MOU, this policy will be reopened for discussion.